F-28.

SUPREME COURT OF THE UNITED STATES.

No. 247.

WILLIAM HOPKINS AND BENJAMIN B. McMECHEN, PLAINTIFFS IN ERROR,

vs.

JACOB BARKMAN.

IN ERROR TO THE SUPREME COURT OF THE STATE OF ARKANSAS.

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[GIDEON, Print.]

UNITED STATES OF AMERICA, *ss.*

The President of the United States of America, to the judges of the supreme court of the State of Arkansas, greeting:

Because in the record and proceedings, as also in the rendition of a judgment in a plea, which is in the said supreme court before you, between Jacob Barkman, plaintiff in error, and William Hopkins and Benjamin B. McMechen, defendants in error, a manifest error hath happened, to the great damage of the said Hopkins and McMechen, as by their complaint appears; and it being fit that the error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf; you are hereby commanded, if judgment be given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the first Monday of December next, in the said Supreme Court of the United States, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court of the United States may cause further to be done therein, to correct that error, what of right and according to law and the customs of the United States should be done.

Witness the honorable Roger B. Taney, chief justice of the said Supreme Court of the United States, this fifth day of August, A. D. 1850.

[SEAL.]

WM. FIELD,
Clerk of the circuit court of the United States, in and for the district of Arkansas.

STATE OF ARKANSAS,
In the supreme court, ss.

I, Luke E. Barber, clerk of the supreme court of the said State, do hereby certify, that, in obedience to the mandate of the within writ of error, allowed by the honorable Thomas Johnson, chief justice of the supreme court of said State, I have made out and certified a full, true, and complete transcript of the record and proceedings of said supreme court in the case in said writ of error, except as in the certificate thereof is excepted, which is hereto attached, and openly sent to the Supreme Court of the United States, as by said writ it is commanded.

In testimony whereof I have hereto set my hand as such clerk, and affixed the seal of said supreme court at my office, in the city of Little Rock, in the said State, this 2d day of November, A. D. 1850.

[SEAL.]

L. E. BARBER,
Clerk supreme court of Arkansas.

F 29.

UNITED STATES OF AMERICA, *ss.*

To Jacob Barkman, greeting:

You are hereby cited and admonished to appear at a Supreme Court of the United States, to be holden at Washington on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the supreme court of the State of Arkansas, wherein William Hopkins and Benjamin B. McMechen are plaintiffs, and you are defendant in error, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected, and speedy justice not be done to the parties in that behalf.

Witness the honorable Thomas Johnson, chief justice of the supreme court of the State of Arkansas, this 4th day of August, A. D. 1850.

THOMAS JOHNSON,
Chief justice of the supreme court of the State of Arkansas.

I do hereby certify, that I executed the within citation on the within named Jacob Barkman, on the fifteenth day of August, A. D. 1850, in the county of Clark, and State of Arkansas, by then and there reading the same in his presence and hearing, and by then and there delivering to him a true copy thereof.

JNO. P. CALLOWAY,
Sheriff of Clark county, and State of Arkansas.

Sheriff's fees—	
Service by reading citation -	50
Service by certified copy -	50
12 cir. miles, 3 p. mile - -	18
	$1 18

STATE OF ARKANSAS, *sct.*

Be it remembered, that at a supreme court of the State of Arkansas, begun and held at the court-house, in the city of Little Rock, on the first Monday, being the first day of July, in the year of our Lord one thousand eight hundred and fifty, before the honorable Thomas Johnson, chief justice, the honorable Christopher C. Scott, and the honorable David Walker, judges of said court, were the following proceedings, in the case of—

JACOB BARKMAN, plaintiff,
vs.
WILLIAM HOPKINS and Benja-
B. McMechen, defendants.

Writ of error to Clark circuit court.

Be it remembered, that heretofore, to wit, on the 16th day of May, in the year eighteen hundred and forty-nine, the said plaintiff sued out of the office of the clerk of said supreme court a writ of error in said cause, which is in the following words, to wit:

In the supreme court.

Writ of error.

The State of Arkansas, to the clerk of the circuit court of Clark county, greeting:

Because in the record and proceedings, and also in the giving of judgment, in a suit which was in said court, before the honorable John Quillin, judge thereof, between William Hopkins and Benjamin B. McMechen, plaintiffs, and Jacob Barkman, defendant, of a plea of debt, manifest error has intervened to the damage of said defendant, Jacob Barkman, as he alleges; you are therefore hereby commanded, that if final judgment be therein given, you send to the supreme court, under your official seal, the record and proceedings aforesaid, together with this writ, on the first day of the next term of said supreme court of said State, which will be held on the first Monday of July, A. D. 1849, at the court-house in the city of Little Rock, in said State; that the record and proceedings aforesaid being inspected by said supreme court, it may cause to be done therein what according to law ought to be done; and that you return this writ under your official seal.

Witness Luke E. Barber, clerk of said supreme court, who has hereunto set his hand as such clerk, and affixed the seal of said [SEAL.] supreme court, at office, this 16th day of May, A. D. 1849, and of the independence of the United States the 73d year.

L. E. BARBER, *Clerk*.

And afterwards, to wit, on the said sixteenth day of May, in the year eighteen hundred and forty-nine, the said plaintiff sued out of the office of the clerk of said supreme court a writ of scire facias, to hear errors in said cause, which is in the following words, to wit:

Writ of sci. fa.

In the supreme court. The State of Arkansas, to the sheriff of Pulaski county in said State, greeting:

Because, in the record and proceedings, and in the giving of judgment in a suit, which was in the circuit court of said county of Clark, before the judge thereof, between William Hopkins and Benjamin B. McMechen, plaintiffs, and Jacob Barkman, defendant, of a plea of debt as it is alleged by the said defendant, Jacob Barkman, manifest error has intervened to his great damage; and it being proper that such error, if any, should be corrected, and speedy justice done, you are therefore commanded to summon the said Jacob Barkman, that he appear before the said supreme court of the State of Arkansas, at the court-house, in the city of Little Rock, in said State, on the first day of the next term of said supreme court, which will be held on the first Monday of July, A. D. 1849, to respond to a writ of error issued in said case, and show cause, if any he have, why said judgment should not be reversed and altogether held for nought, and that you make due return of this writ.

F30.

In testimony whereof I have hereunto set my hand and affixed the seal of my office, at the city of Little Rock, this 16th day of [SEAL.] May, A. D. 1849, and of the independence of the United States the 73d year.

L. E. BARBER, *Clerk.*

And afterwards, to wit, the said writ of scire facias was filed in the office of the clerk of said supreme court, on the fifteenth day of June, in the year aforesaid, with the following endorsement thereon:

Return of sci. fa.

We acknowledge due service of this writ. June 15, 1849.

WATKINS & CURREN,
Attorneys for Hopkins and McMechen.

And afterwards, to wit, on the sixteenth day of June, in the year eighteen hundred and forty-nine, the clerk of said circuit court, to whom said writ of error was directed, made return thereof in the following words:

Return of writ of error.

THE STATE OF ARKANSAS,
County of Clark.

I, Isaac W. Smith, clerk of the circuit court, in and for the county of Clark, and State aforesaid, do hereby certify and make known, to the honorable supreme court of Arkansas, that in obedience to the within writ I have made off a true, complete, and perfect copy of the record and proceedings in the cause therein mentioned, which is certified under my hand and seal of office, which I have appended to this writ, and send the same herewith and hereunto annexed up to said supreme court.

In testimony whereof I have hereunto set my hand and affixed the [SEAL.] seal of said court, at my office in Arkadelphia, this the 2d day of June, A. D. 1849.

J. W. SMITH, *Clerk.*

And attached to said writ of error, and returned therewith, and filed in said cause in the supreme court, was the transcript of the record and proceedings of said cause in said circuit court, which is in the following words, to wit:

Transcript.

COUNTY OF CLARK.

Pleas before John Quillin, judge of the sixth circuit court, on the 29th day of March, 1849.

WILLIAM HOPKINS and Benjamin B. McMechen, plaintiffs,
vs.
JACOB BARKMAN, defendant. } In debt.

Declaration in the words and figures following, to wit:

CLARK, *sct.*

In the Clark circuit court. To the September term thereof, 1848.

Declaration.

William Hopkins and Benjamin B. McMechen, plaintiffs in this suit, by attorney complain of Jacob Barkman, defendant herein, of a plea of debt. For said plaintiffs declare and say, that heretofore, to wit, on the 26th day of April, A. D. 1847, at New Orleans, in the State of Louisiana, to wit, in the district aforesaid, the said plaintiffs by the consideration and judgment of the fourth district court of New Orleans, in the State of Louisiana, one of the United States of America, the same being a court of the said State of Louisiana, recovered against said defendant, John G. Pratt, Seth E. Belknap, (which said Pratt and Belknap are citizens of the State of Louisiana, are not sued in this action) in solido, commercial partners, transacting business in New Orleans under the style of John G. Pratt & Co., the sum of nine hundred dollars, and also the sum of one thousand dollars, together with five per centum interest on each of said sums, from the 10th day of April, 1845, the day of judicial demand, until paid, and the costs of that suit; whereof the said defendant and said Pratt and Belknap, partners as aforesaid, were convict, as by the record and proceedings thereof remaining in said district court appears; a duly authenticated copy whereof is now here to the court produced and shown; and said plaintiffs aver that said costs amount to a large sum of money, to wit, to the sum of fifty dollars; which said judgment still remains in full force and effect, not reversed, satisfied, or otherwise vacated or discharged, and the said plaintiffs have not obtained any execution or satisfaction of or upon the said judgment so recovered as aforesaid, whereby an action has accrued to said plaintiffs to demand and have of and from the said defendant the said sum of nine hundred dollars, and also the said sum of one thousand dollars, with interest on each of said sums at the rate of five per centum per annum from the said 10th day of April, 1845, until paid, and the costs aforesaid.

And said plaintiffs further declare and say, that heretofore, to wit, on the 30th day of April, A. D. 1847, in New Orleans, in the State of Louisiana, to wit, in the county aforesaid, said plaintiffs by the consideration and judgment of the fourth district court of New Orleans, in the State of Louisiana, one of the United States of America, the same being a court of the said State of Louisiana, recovered against said defendant and John G. Pratt and Seth E. Belknap, (which said Pratt and Belknap are citizens of the State of Louisiana, and not sued in this action,) in solido, commercial partners, transacting business in New Orleans under the style of John G. Pratt & Co., the sum of nine hundred dollars, and also the sum of one thousand dollars, together with the sum of five per centum interest on each of said last mentioned sums, from the 10th day of April, 1845, the day of judicial demand, until paid, and the costs of that suit, whereof the said defendant and said Pratt and Belknap, partners as aforesaid, were convict, as by the record and proceedings thereof remaining in said district court more fully

appears, a duly and authenticated copy whereof is now here to the court produced and shown; and plaintiffs aver that the said costs of said last mentioned suit amount to a large sum of money, to wit, to the sum of fifty dollars; which said last judgment still remains in full force and effect, not reversed, satisfied or otherwise vacated or discharged; and said plaintiffs have not as yet obtained any execution or satisfaction of or upon the said last mentioned judgment so recovered as aforesaid; whereby an action has accrued to said plaintiffs to demand and have of and from the said defendant the said last mentioned sum of nine hundred dollars, and also the said last mentioned sum of one thousand dollars, together with interest at the rate of five per centum per annum on each of said two last mentioned sums, from the 10th day of April, 1845, until paid, and the costs last aforesaid.

And said plaintiffs further declare and say, that said defendant and John G. Pratt and Seth E. Belknap, before and at the time of execution of the *each* contracts hereinafter mentioned, and at and after the time of the institution of the suit and the service of citation and petition hereinafter mentioned, were commercial partners, transacting business in the city of New Orleans, in the State of Louisiana, under the name and style of John G. Pratt & Co., the domicil of the said company or co-partnership being, by their act of co-partnership, established in the said city of New Orleans; and said plaintiffs further say, that heretofore, to wit, on the 10th day of April, A. D. 1845, said plaintiffs exhibited and filed their petition in the commercial court of New Orleans, in said State of Louisiana, against said defendant and said Pratt and Belknap, as such commercial firm, residing and doing business *business* in said city of New Orleans, under the name and style of *of* John G. Pratt & Co., in and by which said petition said plaintiffs represented and alleged that said John G. Pratt & Co. were indebted to them in the sum of three thousand dollars, with interest from the 23d day of December, 1844; for this, that on the 23d day of December, 1844, said plaintiffs sold to said John G. Pratt & Co. one-fourth of the steamboat Batesville, together with one-fourth of her tackle, apparel, and furniture, for the sum and price of three thousand dollars, one thousand dollars of which, by the terms of the act of sale was to be paid in cash, and the remainder in four months; that after the said act of sale it was agreed between the parties thereto, that instead of paying the said sum of one thousand dollars in cash, and the remainder in four months, the said defendants should take up, discharge, and pay off, a certain draft for eleven hundred dollars, in favor of Messrs. Lynn & Bell, drawn by said Hopkins on said McMechen, dated Cincinnati, Oct. 12th, 1844, payable three mouths after date; and for the remainder of said purchase money the said John G. Pratt & Co., on the said 23d day of December, accepted in writing two certain drafts of that date, one for the sum of one thousand dollars, payable three months after date; the other for the sum of nine hundred dollars, payable six months after date, both drawn by said McMechen, payable to said Hopkins; and that said John G. Pratt & Co., although often requested, had wholly failed and refused to pay any part of either of said drafts, and so forth, &c.; and

said plaintiffs, in and by their said petition, prayed said commercial court that said Pratt, Barkman, and Belknap might be cited to appear and answer said petition and the interrogatories thereto annexed, and that after proceedings they should be condemned in solido to pay said plaintiffs the aforesaid sum of three thousand dollars, with interest upon the said amounts of the said several drafts from the maturity thereof; and that for the purchase money aforesaid they should be allowed their privilege upon the interest of said John G. Pratt & Co., and said steamboat Batesville, which was one-fourth thereof, and which was still held and owned by them, and then at the port of New Orleans, and that the same might thereafter be sold to satisfy their demand aforesaid, according to law, and they also prayed for such order and judgment as their case might require, &c. And said plaintiffs further say that upon such petition being so filed they sued forth and prosecuted out of the office of the clerk of said commercial court a writ of citation, addressed to said John G. Pratt & Co., whereby they were commanded to comply with the demand contained in the petition, of which a copy accompanied that citation, or deliver their answer to the same, in the office of the clerk of the commercial court of New Orleans, in the city of New Orleans, in ten days after the service thereof, and so forth; which said citation, bearing date the 10th day of April, 1845, was duly attested and under the seal of said court, and the same was afterwards, to wit, on the 11th day of April, A. D. 1845, duly and in due form executed and served upon the said John G. Pratt & Co., through John G. Pratt, one of the said firm, by their delivering to him a copy of said citation and petition; and said plaintiffs aver, that at the time of making the said several contracts in said petition mentioned, said John G. Pratt, Barkman, and Belknap were, and from thence until at and after the service of citation and petition, continued to be, commercial partners, transacting the business of commission merchants in the city of New Orleans, in said State of Louisiana, under the style aforesaid, the domicil of the said company or co-partnership being by their act of co-partnership established in said city of New Orleans; and that by the statute law of the said State of Louisiana, past and in full force within said State long before the establishment of the said copartnership, and which has from thence hitherto continued to be in force, the said service of the said process of law, or citation and petition, so made in manner and form aforesaid, was sufficient to give to and confer upon the said commercial court jurisdiction and cognizance of the said suit, so commenced therein against all the members of the said commercial firm of John G. Pratt & Co. And said plaintiffs further say, that such proceedings were had in the cause in the said commercial court, that afterwards, to wit, on the 30th day of April, 1845, it was considered by said court that the judgment by default therein rendered on the 24th day of April, 1845, be confirmed, and that said plaintiffs recover from said Pratt, Barkman, and Belknap, in solido and under their partnership name of John G. Pratt & Co., eleven hundred dollars, with five per centum per annum interest thereon, from 12th January, 1845, until paid, and costs of suit, with privilege on one-fourth of the steamer Batesville, and that

said one-fourth of said steamboat be seized and sold to satisfy that *that* judgment upon the following terms, viz., eleven hundred dollars, with five per cent. interest from the 12th January, 1845, till paid, and costs of suit, to be paid in cash; also one thousand dollars, with like interest from the 23d March, 1845, to be paid in cash, and the balance, if any, to be paid on the 24th June, 1845, and the proceeds to be applied to the satisfaction of the demands in said petition recited; which said judgment and order of sale was rendered on the 30th day of April, 1845, and signed on the 5th day of May, 1845, and a copy thereof was, in due form of law, on the 6th day of May, 1845, served on said John G. Pratt & Co., through John G. Pratt, one of the said firm; and said plaintiffs, for having execution of said last mentioned judgment and order of sale, sued forth and prosecuted out of the office of the clerk of said commercial court a writ of execution in the name of the State of Louisiana, to the sheriff of the commercial court of New Orleans directed and addressed, whereby the said sheriff was commanded, in the name of the State of Louisiana, and of the said commercial court of New Orleans, that he should demand of said Pratt, Barkman, and Belknap, in solido, and under their partnership name of John G. Pratt & Co., the sum of eleven hundred dollars, with five per cent. per annum thereon from the 12th day of January, 1845, till paid; and also the sum of six $\frac{5}{100}$ dollars costs, which the plaintiffs lately recovered by the judgment of the commercial court; and if they should not pay the same after legal demand, that then he should cause the same to be made out of the personal estate of said Pratt, Barkman, and Belknap, except slaves, in bailiwick, if sufficient personal estate, except slaves, could be found therein; but if sufficient personal estate of said Pratt, Barkman, and Belknap, exclusive of slaves, could not be found in his district, that then said sheriff cause said sum to be made of the real estate and slaves of said Pratt, Barkman, and Belknap, in his district, whereof they were owners, on the 5th day of May, 1845, last past, in whose hands soever the same might have come, and that said sheriff should have those moneys before said court to render the said plaintiffs for the judgment aforesaid, on the 5th Monday of June then next, together with that writ; which said writ of execution afterwards, and before the return day therein mentioned, was delivered to and came to the hands of said sheriff in due form of law to be executed, who afterwards certified and endorsed his return thereon that he had executed the same, by seizing all the right and interest of said Pratt, Barkman, and Belknap in and to the steamboat Batesville; which, after all the formalities of the law were complied with, and after the said property had been duly advertised for sale and appraised, was offered for sale and adjudicated to Logan Hunton, esq., he being the last and highest bidder, for the sum of $1,350, out [of] which was deducted the costs of $39 95, leaving a balance of $1,310 $\frac{05}{100}$, which was paid to plaintiffs' attorney; and said plaintiffs aver, that afterwards, and whilst the said suit was so pending in said commercial court, by an act of the legislature of said State of Louisiana, approved and in force on the 30th day of April, 1846, all the records and papers of said commercial court, and all busi-

ness and suits pending therein (including the suit aforesaid) were transferred from said commercial court to the fourth district court of New Orleans, in said State of Louisiana, and the custody of all such papers, and the jurisdiction and cognizance [of] all such suits so pending in said commercial court, was by the said act vested in said district court, said district court being by the said act authorized and empowered to take and exercise the same control thereof, and to proceed therein in like manner in all respects as said commercial court could have done, whereby said district court obtained and acquired jurisdiction over the subject-matter and parties to the suit aforesaid, so instituted by said plaintiffs; and said plaintiffs further say that after the jurisdiction and cognizance of the said last mentioned suit was so transferred to said district court, the papers and records in respect thereof were placed in custody of said district court, whereby, according to the force and effect of the said act of the legislature, the same papers and records became and were the papers and records of said district court, and the said last mentioned suit became and was a suit pending in said district court, and that such proceedings were had in said cause in said court, that afterwards, to wit, on the 26th day of April, 1847, said plaintiffs, by the consideration and judgment of said fourth district court of New Orleans, the same being a court of the said State of Louisiana, one of the United States of America, recovered against said defendant and said Pratt and Belknap, (which said Pratt and Belknap are citizens of the State of Louisiana, and are not sued in this action,) in solido, commercial partners, transacting business in New Orleans under the style of John G. Pratt & Co., the sum of nine hundred dollars, amount of the said draft, bearing date 23d December, 1844; and also the sum of one thousand dollars, the amount of the said draft, bearing date the 13th day of December, 1844, together with five per cent. interest on each of said two last mentioned, from the 10th day of April, 1845, the day of judicial demand, until paid, and the costs of the last mentioned suit, whereof said defendant and said Pratt and Belknap, partners as aforesaid, were convict, the same judgment last mentioned being entered on the 26th and seized on the 30th day of April, in the year 1847, as by the record and proceedings thereof remaining in said district court more fully appears, a duly authenticated copy whereof is now here to the court produced and shown; and said plaintiffs in fact say, that by the law of the said State of Louisiana, the said last mentioned judgment has the same force, faith, validity, and effect within the said State of Louisiana, as if the said process of law or citation and petition had been personally served upon each member of the said firm of John G. Pratt & Co., and that by the said laws of the said State of Louisiana, the said district court had, and by the proceedings aforesaid did acquire jurisdiction, both over the parties and subject matter in said last mentioned suit; and the said last mentioned judgment by the said laws of the said State of Louisiana is conclusive and binding upon the rights of each member of the said firm, in the same manner and with the like operation and effect, as if the said process in the said suit had been served personally upon each member of the said firm of John G.

Pratt & Co.; which said last mentioned judgment and recovery still remains in full force and effect, not in any manner satisfied or otherwise vacated or discharged; and said plaintiffs have not as yet obtained any execution or satisfaction of or upon said last mentioned judgment so recovered as aforesaid, whereby an action has accrued to said plaintiffs to demand and have of and from said defendant the said last mentioned sum of nine hundred dollars, and also the said last mentioned sum of one thousand dollars, together with interest at the rate of five per centum per annum on each of said two last mentioned sums, from the 10th day of April, A. D. 1845, until paid, and the cost last aforesaid; which said last mentioned costs amount to a large sum of money, to wit, to the sum of fifty dollars. Yet the said defendant, (although often requested so to do,) has not, as yet, paid any part or portion of either of said several sums of money in either of the counts of this declaration specified, or any part of the interest on either of said sums, or any part of the costs in either of said counts mentioned, to said plaintiffs, but so to do has hitherto wholly neglected and refused, and still neglects and refuses, to the damage of said plaintiffs of three thousand dollars, and therefore suit is brought, &c.

WATKINS & CURRAN.

Upon which was the following endorsement, to wit:

WILLIAM HOPKINS & Benjamin B. McMechen
vs.
JACOB BARKMAN. } 149. Declaration.

Declaration and bond for costs filed, August 22d, 1848.

(Signed) I. W. SMITH, *Clerk*.

And on the 22d day of August, 1848, a writ of summons issued in the above case in the words and figures following, to wit:

Summons.

STATE OF ARKANSAS, *sct.*
County of Clark, ss.

The State of Arkansas, to the sheriff of the county of Clark aforesaid, greeting:

You are hereby commanded to summon Jacob Barkman, if he be found within your county, to be and appear before the judge of our circuit court of Clark county, on the first day of the next term thereof, at a court to be holden at the court-house in said county, on the second Monday of September next, then and there to answer unto William Hopkins and Benjamin B. McMechen, of a plea of debt to their damage three thousand dollars, and have you then there this writ.

In testimony whereof I, Israel W. Smith, clerk of said court, have hereunto set my hand and affixed the seal of said court, at [SEAL.] my office in Arkadelphia, this 22d day of August, A. D. 1848.

I. W. SMITH, *Clerk*.

ness and suits pending therein (including the suit aforesaid) were transferred from said commercial court to the fourth district court of New Orleans, in said State of Louisiana, and the custody of all such papers, and the jurisdiction and cognizance [of] all such suits so pending in said commercial court, was by the said act vested in said district court, said district court being by the said act authorized and empowered to take and exercise the same control thereof, and to proceed therein in like manner in all respects as said commercial court could have done, whereby said district court obtained and acquired jurisdiction over the subject-matter and parties to the suit aforesaid, so instituted by said plaintiffs; and said plaintiffs further say that after the jurisdiction and cognizance of the said last mentioned suit was so transferred to said district court, the papers and records in respect thereof were placed in custody of said district court, whereby, according to the force and effect of the said act of the legislature, the same papers and records became and were the papers and records of said district court, and the said last mentioned suit became and was a suit pending in said district court, and that such proceedings were had in said cause in said court, that afterwards, to wit, on the 26th day of April, 1847, said plaintiffs, by the consideration and judgment of said fourth district court of New Orleans, the same being a court of the said State of Louisiana, one of the United States of America, recovered against said defendant and said Pratt and Belknap, (which said Pratt and Belknap are citizens of the State of Louisiana, and are not sued in this action,) in solido, commercial partners, transacting business in New Orleans under the style of John G. Pratt & Co., the sum of nine hundred dollars, amount of the said draft, bearing date 23d December, 1844; and also the sum of one thousand dollars, the amount of the said draft, bearing date the 13th day of December, 1844, together with five per cent. interest on each of said two last mentioned, from the 10th day of April, 1845, the day of judicial demand, until paid, and the costs of the last mentioned suit, whereof said defendant and said Pratt and Belknap, partners as aforesaid, were convict, the same judgment last mentioned being entered on the 26th and seized on the 30th day of April, in the year 1847, as by the record and proceedings thereof remaining in said district court more fully appears, a duly authenticated copy whereof is now here to the court produced and shown; and said plaintiffs in fact say, that by the law of the said State of Louisiana, the said last mentioned judgment has the same force, faith, validity, and effect within the said State of Louisiana, as if the said process of law or citation and petition had been personally served upon each member of the said firm of John G. Pratt & Co., and that by the said laws of the said State of Louisiana, the said district court had, and by the proceedings aforesaid did acquire jurisdiction, both over the parties and subject matter in said last mentioned suit; and the said last mentioned judgment by the said laws of the said State of Louisiana is conclusive and binding upon the rights of each member of the said firm, in the same manner and with the like operation and effect, as if the said process in the said suit had been served personally upon each member of the said firm of John G.

Pratt & Co.; which said last mentioned judgment and recovery still remains in full force and effect, not in any manner satisfied or otherwise vacated or discharged; and said plaintiffs have not as yet obtained any execution or satisfaction of or upon said last mentioned judgment so recovered as aforesaid, whereby an action has accrued to said plaintiffs to demand and have of and from said defendant the said last mentioned sum of nine hundred dollars, and also the said last mentioned sum of one thousand dollars, together with interest at the rate of five per centum per annum on each of said two last mentioned sums, from the 10th day of April, A. D. 1845, until paid, and the cost last aforesaid; which said last mentioned costs amount to a large sum of money, to wit, to the sum of fifty dollars. Yet the said defendant, (although often requested so to do,) has not, as yet, paid any part or portion of either of said several sums of money in either of the counts of this declaration specified, or any part of the interest on either of said sums, or any part of the costs in either of said counts mentioned, to said plaintiffs, but so to do has hitherto wholly neglected and refused, and still neglects and refuses, to the damage of said plaintiffs of three thousand dollars, and therefore suit is brought, &c.

WATKINS & CURRAN.

Upon which was the following endorsement, to wit:

WILLIAM HOPKINS & Benjamin B. McMechen
vs.
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Declaration and bond for costs filed, August 22d, 1848.

(Signed) I. W. SMITH, *Clerk*.

And on the 22d day of August, 1848, a writ of summons issued in the above case in the words and figures following, to wit:

Summons.

STATE OF ARKANSAS, *sct.*
County of Clark, ss.

The State of Arkansas, to the sheriff of the county of Clark aforesaid, greeting:

You are hereby commanded to summon Jacob Barkman, if he be found within your county, to be and appear before the judge of our circuit court of Clark county, on the first day of the next term thereof, at a court to be holden at the court-house in said county, on the second Monday of September next, then and there to answer unto William Hopkins and Benjamin B. McMechen, of a plea of debt to their damage three thousand dollars, and have you then there this writ.

In testimony whereof I, Israel W. Smith, clerk of said court, have hereunto set my hand and affixed the seal of said court, at [SEAL.] my office in Arkadelphia, this 22d day of August, A. D. 1848.

I. W. SMITH, *Clerk*.

Upon which is the following endorsement, to wit:

Sheriff's return.

I executed the within summon on the within named Jacob Barkman, on the 26th day of August, 1848, by reading the within in his presence and hearing in Clark county.

JNO. S. T. CALLOWAY, *Sheriff,*
By JOHN J. GREENE, *D. S.*

Sheriff's fees:

10 cir. ms.	-	30
Summons	-	50
		$0 80

And whereas afterwards, to wit, on the 13th day of September, 1848, the following proceedings were had before William Davis, judge of said court, to wit:

Orders of court.

WILLIAM HOPKINS and BENJAMIN B. McMECHEN, plaintiffs, vs. JACOB BARKMAN, defendant. } In debt.

And now on this day came the parties, by their respective attorneys, and the said defendant enters his pleas of nul tiel record, to which said plaintiffs enter their replications, and join issue all in short by consent on the record. And thereupon, on motion of the said parties, it is ordered by the court, that either party have leave to take the depositions of witnesses de bene esse to be read on the trial of this cause before any judge or justice of the peace of any of the United States or Territories thereof, that commissions issue for that purpose, and that this cause be continued.

And afterwards, to wit, the following proceedings were had on the 26th day of March, 1849, before John Quillin, judge of said court, to wit:

Order of court.

WILLIAM HOPKINS & BENJAMIN B. McMECHEN, plaintiffs, vs. JACOB BARKMAN, defendant. } In debt.

Came the plaintiffs, by attorney, and on motion leave is given them to open and publish their depositions in this case.

WILLIAM HOPKINS & BENJAMIN B. McMECHEN, plaintiffs, vs. JACOB BARKMAN, defendant. } In debt.

At this day came the defendant, by attorney, and on leave asked [and] obtained, filed his amended plea herein.

JACOB BARKMAN
advs.
HOPKINS AND McMECHEN. } Debt.

In Clark circuit court, March term, 1849.

Plea of defendant.

And the said defendant, for a further plea in this behalf, by leave of the court first had and obtained, says actionem non, because he says that at the time when the said proceedings were commenced, as set forth in said declaration, and from that time up to and at the time when the said supposed judgments were rendered as aforesaid, he, the said defendant was a citizen of the State of Arkansas, and resided therein; and was not served with process, and had no notice whatever of the pendency of said action, and that he never appeared thereto in person or by attorney, and this he is ready to verify; wherefore he prays judgment of the court if the said plaintiffs their said action against him ought to have and maintain.

HARDY AND TRAPNALL.

Upon which is the following endorsement, to wit:

JACOB BARKMAN
advs.
HOPKINS AND McMECHEN.

Amended plea.

Filed in open court, March 26, 1849.

J. W. SMITH, *Clerk*.

And afterwards, on the 27th day of March, 1849, the following proceedings were had, to wit, before John Quillen, judge thereof:

WILLIAM HOPKINS and Benjamin B. McMechen, plaintiffs,
vs.
JACOB BARKMAN, defendant. } In debt.

At this day come said plaintiffs, by attorney, and on leave asked and obtained, presented and file their demurrer to the defendant's amended plea.

HOPKINS AND McMECHEN
vs.
JACOB BARKMAN. } In debt.

Plaintiff's demurrer.

In the Clark circuit court, March term, 1849.

And said plaintiffs come and say that the said amended plea of the said defendant filed in this behalf, on the 26th day of March, 184 , *in this behalf* is insufficient in law, and for special cause of demurrer thereto said plaintiffs assign:

1st. That said plea is not responsive to the third count in said declaration.

2d. That if the judgment described in said declaration is a valid and binding adjudication according to the laws of Louisiana, the facts alleged in said plea cannot have any effect in determining the consequences of the proceedings set forth in the declaration.

3d. That if the judgment is valid by the law of Louisiana, no facts alleged in said plea can have any effect in this action.

4th. That the only matter that can be controverted by the defendant in this case, is the fact of the recovery and the "faith and credit" given to it "by law or usage in the courts" of the State of Louisiana.

5th. That, if said judgment is a valid and binding adjudication, and entitled to the "faith and credit" of a judgment in the courts of Louisiana, it is entitled to the like "faith and credit" in this court, notwithstanding such judgment may not by the laws of this State be valid.

And said plea is in other respect informal *in* insufficient in law. Therefore, &c.

WATKINS AND CURRAN.

Upon which is the following endorsement, to wit:

HOPKINS AND McMECHEN
vs.
JACOB BARKMAN.

Demurrer to amended or last plea.

Filed March 27, 1847.

I. W. SMITH, *Clerk.*

And on the 28th day of March, 1849, the following proceedings were had before John Quillen, judge of said court:

WILLIAM HOPKINS and Benjamin B. McMechen
vs.
JACOB BARKMAN.
} In debt.

Order of court.

At this day came said parties, by their attorneys, and the court after hearing the argument of counsel upon the demurrer to the amended or last plea of the said defendant in this behalf, doth sustain the same; therefore it is considered by the court, that said demurrer be, and the same is hereby, sustained, and that said plaintiffs recover against said defendant his costs about said demurrer.

And afterwards, to wit, on the 29th day of March, 1849, the following proceedings were had before John Quillen, judge thereof, to wit:

WILLIAM HOPKINS and Benjamin B. McMechen, plaintiffs,
vs.
JACOB BARKMAN, defendant.
} 149.—In debt.

At this day come said plaintiffs, by Watkins and Curran, and also comes said defendant, by Trapnall and Hardy, and by consent of parties, the issues heretofore formed upon the pleas of nul tiel record in this behalf are submitted to the court for trial, and the court after hearing the evidence adduced and the argument of counsel, finds for and in favor of said plaintiffs upon each of the said issues so formed upon the pleas entered by the said defendant in this behalf, at the last term of this court; and said defendant saying nothing further in bar or preclusion of this action·

Judgment.

It is considered and adjudged by the court, that the said plaintiffs, William Hopkins and Benjamin B. McMechen, do have and recover against said defendant, Jacob Barkman, the sum of one thousand nine hundred dollars $1,900 for their debt, and also the sum of three hundred and seventy-eight and $\frac{25}{100}$ dollars $378\frac{25}{100}$ for their damages, with interest on said debt and damages, at the rate of six per centum per annum, from the 29th day of March, A. D. 1849, until paid; and also all their costs in and about this suit expended.

Pending the trial of this cause, said defendant excepted to certain decisions of the court, and tendered his bill of exceptions, which is signed and sealed, and ordered to form a part of the record in this cause; which bill of exceptions is [in] the words and figures following, to wit:

Bill of exceptions.

In Clark circuit court, March term, 1849.

HOPKINS AND McMECHEN vs. JACOB BARKMAN. } In debt.

Be it remembered, that on the trial of this cause the plaintiffs produced in evidence the following record of a judgment obtained in the fourth district court of New Orleans, in the name of the said plaintiffs, against John G. Pratt & Co., which is as follows:

STATE OF LOUISIANA,
Commercial court of New Orleans.

WILLIAM HOPKINS and B. B. McMechen vs. JOHN G. PRATT & Co. } No. 7197.

Petition filed 10th April, 1845.

To the honorable the judge of the commercial court of New Orleans.

The petition of William Hopkins and Benjamin B. McMechen, who reside in the State of Ohio, respectfully represents, that John G. Pratt, Jacob Barkman, and Seth E. Belknap, a commercial firm residing and doing business in the city of New Orleans, under the name and style of John G. Pratt & Co., are indebted to petitioners in the sum of

three thousand dollars, with interest from the 23d day of December, 1844. For this, that on the 23d day of December, in this year 1844, petitioners sold to said defendants, John G. Pratt & Co., one-fourth of the steamboat Batesville, together with one-fourth of her tackle, apparel, and furniture, for the sum and price of three thousand dollars, one thousand of which by the terms of the act of sale was to be paid in cash in hand, and the remainder in four months, and the same will more [fully] appear by the said act of sale, a certified copy of which is here placed for reference.

Your petitioners further state that, immediately after the said act of sale, it was agreed between the parties, that instead of paying the said sum of one thousand dollars in cash, and the remainder in four months, the said defendants should take up, discharge, and pay off a certain draft for eleven hundred dollars in favor of Messrs. Lyon & Bell, drawn by petitioner Hopkins on the above named B. B. McMechen, dated Cincinnati, October 12, 1844, payable three months after date, and for the remainder of the said purchase money the said defendants on the said 23d day of December, accepted, in writing, two certain drafts of that date, one for the sum of one thousand dollars, payable three months after date, the other for the sum of nine hundred dollars, payable six months after date, both drawn by petitioner McMechen, payable to the order of petitioner Hopkins; all which will more fully appear by reference to said draft, two of which are herewith filed, and the other will be filed for greater certainty.

Petitioners further allege, that said defendants, although amicably requested, failed and refused to take up and discharge the said first mentioned draft for eleven hundred dollars, or any part thereof, and have wholly failed to pay either of the said drafts so as aforesaid accepted by them, and for the amount of which they are indebted as aforesaid.

Petitioners therefore pray that the said John G. Pratt, Jacob Barkman, and Seth E. Belknap, partners as aforesaid, may be cited to appear and answer this petition and the interrogatories hereto annexed; and after due proceedings they be condemned, in solido, to pay petitioners the aforesaid sum of three thousand dollars, with interest upon the said amounts of said drafts from the maturity thereof, and that for the purchase money aforesaid they be allowed their privilege upon the interest of defendants in the said steamboat Batesville, which is one-fourth thereof, and is still held and owned by said defendants, and now at the port of New Orleans, and that the same may be hereafter sold to satisfy their demand aforesaid according to law; they pray for such other orders and judgments as their case may require; and will ever pray, &c.

Signed, LACY AND HUNTON,
For Petitioners.

Interrogatories to be answered by defendants.

1st. Did you not purchase of plaintiffs one fourth of steamboat Batesville?

2d. On account of said purchase, did you or not agree to pay the draft for $1,100 mentioned in said petition, and accept the other drafts in said petition referred to?

Signed, LACY AND HUNTON.

UNITED STATES OF AMERICA,
State of Louisiana.

By this public instrument of protest, be it known, that on this fifteenth day of March, in the year one thousand eight hundred and forty-five, at the request of the City Bank of New Orleans, holder of the original draft, whereof a true copy is on the reverse hereof written, I, Hilary Breton Cenas, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, by my deputy Michael Aime, jr., presented said draft to Mr. Belknap, one of the members of the firm of John G. Pratt & Co , the acceptors, at their counting-house, and demanded payment thereof, and was answered that the same could not be paid; whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said draft as against all others whom it doth or may concern, for all exchange, damages, costs, charges, and interest, suffered or to be suffered for want of payment of the said draft.

Thus done and protested in the presence of Auguste Commander and Michael Aime, jr., witnesses.

In testimony whereof I granted these under my signature and the im-
[L. S.] press of my seal of office, at the city of New Orleans, on the day and year first above written.

(Signed,) H. B. CENAS, *Notary public.*

$1,000. NEW ORLEANS, *December 13th*, 1844.

Three months after date, pay to the order of William Hopkins, for value received, one thousand dollars, and charge to account of,

Your obedient servant,

(Signed,) B. B. McMECHEN.

To Messrs. JOHN G. PRATT & Co., No. 39, Camp street.

Accepted. JOHN G. PRATT & Co.

Endorsed.

Pay to the order of Thomas Hough. William Hopkins. Pay to Bernard Hough, or his order. Thomas Hough. Bernard Hough. Pay to Robert Mickle, esqr., cashier, or order. W. A. Powell, cashier. Pay to R. J. Palfry, cashier, or order. R. Mickle, cashier.

I, Hilary Breton Cenas, a notary public, in and for the parish of Orleans, duly commissioned and sworn, do hereby certify, that on the day after the date of this protest, I notified the drawers and all the endorsers of the draft, hereunto attached, of the within protest of the same, for non payment, by notice in writing and print, by me signed, of the

same date of the said protest, and which I enclosed in the one for R. Mickle, cash'r, directed at Baltimore, Md., and on the same day I deposited said notice in the post office in this city, in time to go by the first mail thereafter.

In testimony whereof I grant these presents under my signature and the impress of the seal of my office, at the city of New [L. S.] Orleans aforesaid, on this fifteenth day of March, A. D. 1845.

(Signed,) H. B. CENAS, *Notary public.*

$1,100. CINCINNATI, *October the 12th*, 1844.

Three months after date pay to order of Lyon & Bell eleven hundred dollars, payable at the office of Robb & Hoge, New Orleans, for value received.

(Signed WILLIAM HOPKINS,
Master of S. B. Batesville.

To Mr. B. B. McMECHEN, New Orleans.

Accepted. B. B. McMECHEN,
For S. B. Batesville and owners.

Endorsed.

Lyon & Bell, pay to the order of Jas. McGregor & Co.
G. & S. H. SHOENBERGER.

Received on the within four hundred dollars, ($400,) from B. B. McMechen. J. McGREGOR & Co.

$900. NEW ORLEANS, *Dec. 23d*, 1844.

Six months after date, please pay to the order of William Hopkins, for value received, nine hundred dollars, and charge to account of—

Your obedient servant,
(Signed,) B. B. McMECHEN.

To Messrs. JOHN G. PRATT & Co., No. 39, Camp street.

Accepted. JOHN G. PRATT & Co.

Deed of sale filed 10th April, 1845.

Know all men by these presents, that we, William Hopkins and Benj. B. McMechen, of the county of Meigs, in the State of Ohio, owners of nine-tenths of the Steamboat Batesville, of Cincinnati, burthen of one hundred and seventy-eight and $\frac{9}{10}$th tons; that for and in consideration of the sum of three thousand dollars, to be in hand paid by J. G. Pratt, S. E. Belknap, [and] J. Barkman, composing the firm of J. G. Pratt & Co., one thousand dollars cash, the balance in four months, have, and by these presents do grant, bargain, sell, assign, transfer, and set over, unto the said firm of J. G. Pratt & Co., one-fourth of said steamboat Batesville, as aforesaid, together with one-fourth of all and singular her masts, yards, sails, rigging, anchors, cables, boats, tackle, apparel, and appurtenances, which said vessel is registered in the port of Cincinnati, in the words following, to wit:

No. 80. *Enrolment.—Permanent.*

Enrolment in conformity to an act of Congress of the United States of America, entitled *an act* "an act for enrolling and licensing ships or vessels to be employed in the coasting trade and fisheries, and for regulating the same." William Hopkins having taken or subscribed the oath required by said act, and having sworn that he, William Hopkins, and Benjamin B. McMechen own nine-tenths, and John Moore and David Echols own one-tenth, and that they are citizens of the United States, sole owners of the ship or vessel called the Batesville, of Cincinnati, whereof Wm. Hopkins is at present master, and as he hath sworn is a citizen of the United States, and the said ship or vessel was built at Cincinnati, in the State of Ohio, in the year 1844, as per enrolment, dated 12th day of October, 1844, and No. 79, and now surrendered on a change of owners; and said enrolment having certified that the said ship or vessel has one deck and no mast, and that her length is one hundred and fifty-six feet, her breadth twenty-four feet, her depth five feet, and that she measures one [hundred] seventy-eight $\frac{19}{95}$ tons; that she is a steamboat, has a cabin above and no figure head; and the said William Hopkins having agreed to description and admeasurement above specified, and sufficient security having been given according to the said act, the said has been duly enrolled at the port of Cincinnati. Given under our hands and seals, at the port of New Orleans, this thirteenth day of October, in the year of our Lord one thousand eight hundred and forty-four; to have and to hold the said one-fourth of said steamboat Batesville as aforesaid, unto the said firm of J. G. Pratt & Co., their executors, administrators, and assigns forever, and the said William Hopkins and Benj. B. McMechen for ourselves, our heirs, executors and administrators, do hereby covenant and agree, to and with the said firm of J. G. Pratt & Co. as aforesaid, their executors, administrators and assigns, that at the execution of these presents we are the true and lawful owners of the said one fourth part of said steamboat and appurtenances, and we now have full right and authority to sell and dispose of the same, freed from and cleared of all claims, incumbrances, or demands whatsoever.

In witness whereof we have hereunto set our hands and seals the twenty-third day of December, in the year of our Lord one thousand eight hundred and forty-four.

(Signed,) WILLIAM HOPKINS,
B. B. McMECHEN,
By Wm. Hopkins.
J. G. PRATT,
For Jno. G. Pratt & Co

Signed, sealed, and delivered in the presence of—
(Signed,) L. H. DEFORGES,
GEO. W. WHITEHEAD.

DISTRICT AND PORT OF NEW ORLEANS,
Collector's office, New Orleans, 20th March, 1845.

I, John W. Hericks, deputy collector of the customs for the district

and port of New Orleans, do hereby certify the within to be a true copy of original, now on file in this office.

Given under my hand and seal of office at the custom-house of New Orleans, the day and year above written.

[L. S.] (Signed,) J. W. HERICKS, *D'y collector.*

Citation.

State of Louisiana, Commercial court of New Orleans.

WILLIAM HOPKINS and B. B. McMechen
vs.
JOHN G. PRATT & Co. } No. 7197.

Messrs. John G. Pratt & Co., residing in New Orleans.

You are hereby summoned to comply with the demand contained in the petition of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the commercial court of New Orleans, in the city of New Orleans, in ten days after the service hereof, and within the same delay to answer the interrogatories annexed to petition.

Witness the honorable Charles Watts, judge of the said court, the 10th day of April, in the year of our Lord 1845.

[L. S.] (Signed,) R. GARDERE, *D'y clerk.*

Sheriff's return.

Received April 10th, 1845, and on the 11th served copy of petition and citation on John G. Pratt & Co., through John G. Pratt *& Co.*, one of the firm.

Returned 14th April, 1845.

(Signed,) A. M. GUYOL, *D'y sheriff.*

Default.

WILLIAM HOPKINS and B. B. McMechen
vs.
JOHN G. PRATT & Co. } No. 7194.

On motion of L. Hunton, of counsel for plaintiffs, and on showing to the court that defendants have failed to answer though duly cited, ordered that judgment by default be herein rendered.

Order taking interrogatories for confession.

WILLIAM HOPKINS and B. B. McMechen
vs.
JOHN G. PRATT & Co. } No. 7197.

On motion of L. Hunton, of counsel for plaintiffs, and on showing to the court that defendants have failed to answer the interrogatories to

them propounded, though duly cited, ordered that said interrogatories be taken pro confessed.

Judgment rendered 30*th April*, 1845.

WILLIAM HOPKINS and B. B. McMechen
vs.
JOHN G. PRATT & Co. } No. 7197.

On motion of L. Hunton, of counsel for plaintiffs, and on producing to the court due proof of said plaintiff's demand, and the interrogatories propounded to defendants having been taken for confessed, it is considered that the judgment by default, herein rendered on the 24th inst. be confirmed, and that plaintiffs recover from the defendants John G. Pratt, Jacob Barkman, and Seth E. Belknap, in solido, and under their partnership name of John G. Pratt & Co., eleven hundred dollars with five per cent. per annum interest thereon, from the 12th January, 1845, till paid, and costs of suit with privilege, on the one-fourth of the steamboat Batesville, and that said one-fourth of said steamboat be seized and sold to satisfy this judgment, upon the following terms, viz., eleven hundred dollars with five per cent. interest from 12th January, 1845, till paid, and costs of suit, to be paid in cash; also one thousand dollars with like interest from 23d March, 1845, to be paid in cash, and the balance, if any, to be paid on the 24th June, 1845, and the proceeds, if any, to be applied of the demands in the petition recited.

Rendered 30th April, 1845.
Signed 5th May, 1845.
(Signed) C. WATTS, *Judge*.

Sheriff's return on judgment.

Received May 6, 1845, and on the same day served copy of the within judgment on John G. Pratt & Co., through John G. Pratt, one [of] the firm.

Returned May 7, 1845.
(Signed) A. M. GUYOLL, *D'y Sh'ff*.

Appraisement.

W. HOPKINS & B. B. McMECHEN
vs.
JOHN G. PRATT & Co. } No. 7 197.

I do hereby certify that Robert F. Mitchell and Henry W. Olmstead have been duly sworn by me in open court, to act as appraisers in this case.

New Orleans, June 25, 1845.
(Signed) JAMES SMITH, *D'y Clerk*.

I do hereby certify that Geo. W. Shaw has been duly sworn by me in open court, to act as umpire in this case.

New Orleans, June 28, 1845.
(Signed) JAS. SMITH, *D'y Clerk*.

We, the undersigned, appointed as follows, Robert F. Mitchell, by the plaintiffs, and Henry W. Olmstead, by the defendants, to appraise the interest of the defendants, John G. Pratt & Co., to wit, one fourth in and to the steamboat Batesville, her machinery, tackle, furniture, &c., seized in the above suit, and after being duly sworn as aforesaid, have appraised the same as follows: Robert Mitchell at the sum of two thousand dollars, and H. W. Olmstead at the sum of three thousand dollars; and not agreeing on the appraisement, nor on the appointment of an umpire, the sheriff appoints George W. Shaw as umpire, who, after having been duly sworn as aforesaid, fixes the same at two thousand dollars.

New Orleans, June 28, 1845.

(Signed) R. F. MITCHELL,
HENRY W. OLMSTEAD,
G. W. SHAW.

Fi. fa. issued 22d May, 1845.

STATE OF LOUISIANA,

Commercial court of New Orleans.

The State [of] Louisiana, to the sheriff of the commercial court of New Orleans, greeting:

We command you, in the name of the State of Louisiana, and of the commercial court of New Orleans, that you demand from the defendants, John G. Pratt, Jacob Barkman, and Seth E. Belknap, in solido, and under their partnership name of John G. Pratt & Co., the sum of eleven hundred dollars, with five per cent. per annum interest thereon, from 12th January, 1845, till paid, and also the sum of six $\frac{50}{100}$ dollars costs, which the plaintiffs, William Hopkins and B. B. McMechen, lately recovered by judgment of the commercial court; and if they shall not pay the same after legal demand, that you then cause the same to be made of the personal estate of the said defendants, except slaves, in your district, if sufficient personal estate, exclusive of slaves can be found therein; but if sufficient personal estate of said defendants, exclusive of slaves, cannot be found in your district, that then you cause the said sum to be made of the real estate and slaves of said defendants in your district, whereof they were owners on the 5th day of May, 1845, last past, in whose hands soever the same may have come, and that you have moneys before our said court to render the said plaintiffs for the judgment aforesaid, on the 5th Monday of June next, together with this writ.

Witness the honorable Charles Watts, judge of said court, the 22d day of May, 1845, the year of our Lord one thousand eight [L. S.] hundred and forty-five, and in the sixty-ninth year of the independence of the United States.

(Signed) R. GARDERE, *D'y Clerk.*

Sheriff's return of fi. fa.

Received May 22d, 1845, and under directions from the plaintiffs'

attorneys seized all the right and interest of the defendants in and to the steamboat Batesville, which, after all the formalities of the law were complied with, and after the said property had been duly advertised for sale and appraised, was offered for sale at the City Exchange, in St. Louis street, on the 1st July, 1845, and adjudicated to Logan Hunton, esq., he being the highest and last bidder, for the sum of $1,350 00
Cash—out of which I deducted the costs, - - - 39 95

I paid the balance to plaintiffs' attorney, - - - $1,310 05
Returned July 1, 1845.
(Signed) ARM. GUYOL,
Sh'ff Com. Court.

STATE OF LOUISIANA,
Fourth district court of New Orleans.

I, Thomas Gilmore, clerk of the fourth district court of New Orleans, do hereby certify, that the above and foregoing thirteen pages contain a full and complete transcript of the records of the case, wherein Wm. Hopkins and B. B. McMechen are plaintiffs, and John G. Pratt & Co., defendants, instituted in the late commercial court of New Orleans, under the number 7197; and I further certify that, pursuant to an act of the legislature of this State, approved the 30th day of April, 1846, the records of the said late commercial court have been duly transferred to this court, and are now in my custody and possession as clerk as aforesaid.

In testimony whereof I have hereunto set my hand and affixed the seal of the said fourth district court, at the city of New Orleans, on [L. S.] this 9th day of March, in the year of our Lord one thousand eight hundred and forty-seven, and the independence of the United States the seventy-first.

T. GILMORE, *Cl'k.*

I, George Strawbridge, sole judge of the fourth district court of New Orleans, do hereby certify, that Thomas Gilmore is now, and was at the time of signing the foregoing certificate, clerk of the said court; and that the signature, "T. Gilmore, cl'k," to the said certificate, is in the proper handwriting of him, the said clerk; to such official acts, as such, full faith and credit are due and owing; and I do further certify that this attestation is in due form of law.

Given under my hand at the city of New Orleans, on this ninth day of March, in the year of our Lord one thousand eight hundred and forty-seven.

GEO. STRAWBRIDE,
Judge 4th D. C.

Testimony filed 26th April, 1847.

WM. HOPKINS & B. B. McMECHEN
vs.
JOHN G. PRATT & Co. } No. 7197.

H. W. Olmstead, a witness on the part of the above plaintiffs, being

duly sworn, says that he was clerk in the commercial house of John G. Pratt & Co., the above defendants, in the city of New Orleans, and is well acquainted with the signature of John G. Pratt & Co., who accepted the two drafts annexed to the petition filed in this suit; that the signature, "John G. Pratt & Co.," on the said two drafts is genuine, and in the handwriting of John G. Pratt, one of the members of the firm of John G. Pratt & Co., and one of the defendants in this suit. That said Pratt accepted two drafts; that the members composing the firm of John G. Pratt & Co., at the time said acceptances were made, were John G. Pratt, Jacob Barkman, and Seth E. Belknap, and were transacting in the city of New Orleans, in the State of Louisiana, the business of commission merchants.

(Signed) HENRY W. OLMSTEAD.

Sworn to and subscribed in open court, 24th April, 1847.

(Signed) T. GILMORE, *Clerk.*

Testimony filed 26th April, 1847.

W. Hopkins et al.
vs.
John G. Pratt & Co. } No. 7197.

William V. Dessuy, a witness on the part of the plaintiffs, being sworn, says, that he is well acquainted with the handwriting of B. B. McMechen, the drawer of the draft for $900, annexed to the petition in the above suit; and the signature of B. B. McMechen annexed to said draft is genuine; this deponent further says, [that] *the* he is well acquainted with the handwriting of B. B. McMechen, whose signature is annexed to the draft for $1,000, which [is] annexed to said petition, and that the same is genuine; that said signatures are in the handwriting of the same individual.

(Signed) W. V. DESSUY.

Sworn and subscribed in open court before me, this 23d April, 1847.

(Signed) T. GILMORE, *Clerk.*

Judgment.

Wm. Hopkins et al.
vs.
John G. Pratt & Co. } No. 7197.

On motion of H. B. Eagleston, of counsel for plaintiffs, and the court considering the evidence on file, it is ordered, adjudged, and decreed, that judgment be entered in favor of the plaintiffs, and that said plaintiffs recover of John G. Pratt, Jacob Barkman, and Seth E. Belknap, in solido, commercial partners, transacting business in New Orleans, under the style of John G. Pratt & Co., the sum of nine hundred dollars, the amount of the draft bearing date 23d December, 1844; and also the sum of one thousand dollars, the amount of the draft bearing date 13th December, 1844; together with 5 per cent. interest

on each of said sums, from the 10th day of April, 1845, the day of judicial demand, until paid, and the costs of suit.

Entered, April 26th, 1847.

Signed April 30th, 1847.

(Signed) GEO. STRAWBRIDGE,
Judge 4th D. Ct.

Fi. fa. issued 13th May, 1847.

STATE OF LOUISIANA,
Fourth district court of New Orleans.

The State of Louisiana, to the sheriff of the parish [of] Orleans, greeting:

We command you, in the name of the State of Louisiana, and of the fourth district court of New Orleans, that you demand of John G. Pratt, Jacob Barkman, and Seth E. Belknap, in solido, commercial partners, transacting business in New Orleans under the style of John G. Pratt & Co., the sum of nine hundred dollars, the amount of the draft bearing date 23d December, 1844; and also the sum of one thousand dollars, the amount of the draft bearing date December 13th, 1844; together with 5 per cent. interest, on each of said sums, from the 10th day of April, 1845, the day of judicial demand, until paid; and also the sum of five $\frac{65}{100}$ dollars costs, which plaintiffs, William Hopkins, and B. B. McMechen, lately recovered by judgment of the district court aforesaid; and if they shall not pay the same after legal demand, that then you cause the same to be made out of the personal estate of the said defendants, except slaves, in your district, if sufficient personal estate of said defendants, exclusive of slaves, can be found therein; but if sufficient personal estate, exclusive of slaves, cannot be found in your district, that then you cause the said sum to be made of the real estate and slaves of said defendants in your district, whereof they are owners, in whose hands soever they may have come; and that you have those moneys before our said court, to render the said plaintiffs, Wm. Hopkins, and B. B. McMechen, for the judgment aforesaid, on or before the first Monday of July next, together with this writ.

Witness the honorable Geo. Strawbridge, judge of the said court, the 13th day of May, in the year of our Lord one thousand eight hundred and forty-seven, and in the seventy-first year of the independence of the United States.

(Signed) J. R. TOLEDANO,
Deputy Clerk.

Sheriff's return of fi. fa.

Received 13th May, 1847. No money; no property found after demand of both parties. Returned 5th July, 1847.

(Signed) JNO. L. LEWIS, *Sheriff.*

STATE OF LOUISIANA,
Fourth district of New Orleans.

I certify the foregoing to be true copies of the originals on file of re-

cord in my office, in the suit wherein William Hopkins and B. B. McMechen are plaintiffs, and Jno. G. Pratte & Co. are defendants; and do further certify, that the said copies, together with the preceding 14 pages, embrace a full and complete transcript of the record of the said case.

In testimony whereof I have hereunto set my hand and affixed the seal of said court on this 11th day of December, 1847, and in [L. S.] the seventy-second year of the independence of the United States.

T. GILMORE,
Clerk fourth district court.

I, George Strawbridge, sole judge of the fourth district court of New Orleans, do hereby certify, that Thomas Gilmore is now, and was at the time of signing the foregoing certificate, clerk of the said fourth district court of New Orleans, and that the signature "T. Gilmore, clerk fourth district court," is in the proper handwriting of him, the said clerk, to his official acts as such full faith and credit are due and owing; and I do further certify, that his attestation is in due form of law.

Given under my hand at the city of New Orleans, this 11th December, 1847.

GEO. STRAWBRIDGE,
Judge fourth district court.

And also the following depositions, with the certificates thereto attached, which are in the words and figures following, to wit:

[L. S.] THE STATE OF LOUISIANA,
Parish of Orleans, city of New Orleans.

In the Clark circuit court in the county of Clark, in the State of Arkansas.

WILLIAM HOPKINS and Benjamin B. McMechen
vs.
JACOB BARKMAN. } In debt.

Deposition of one witness, taken and subscribed before me, George Y. Bright, second justice of the peace of the parish of Orleans, in the State of Louisiana, duly elected, sworn, commissioned, and acting as such, on the 28th day of February, A. D. 1849, between the hours of 9 o'clock, a. m., of said day and 6 o'clock, p. m., of said day, at the office of Logan Hunton, attorney at law, in the city of New Orleans, in the parish of Orleans, in the State of Louisiana, in pursuance of a commission and notice hereto annexed, and to be read in a certain cause now pending in the circuit court in the county of Clark, in the State of Arkansas, wherein William Hopkins and Benjamin B. McMechen are plaintiffs, and Jacob Barkman is defendant, on the part of the plaintiffs, John W. Price, attorney at law, a witness to me known to be of lawful age, being to me at the time and place aforesaid produced, and being by me first duly sworn upon the holy evangelist and according to law, to testify

the truth, the whole truth, and nothing but the truth, in regard to the matters in controversy in the suit aforesaid, did then and there, on his oath aforesaid, depose and say, and answer as follows, to wit:

GEORGE Y. BRIGHT, *Second justice of the peace in the parish of Orleans.*

I have examined the record and proceedings in the case of Hopkins and McMechen vs. John G. Pratt & Co., in the late commercial court of New Orleans, and I am a licensed and a practising attorney in the courts of Louisiana; that the proceedings in the said case above mentioned are all in due form and according to law, and the usage and practice in the courts of Louisiana. I further state that by the law, usage, practice, and decision of the courts of Louisiana, service of citation on one of the partners of a firm authorizes proceedings and judgment against the members of the copartnership. I further state that the return of the sheriff in the above case to the citation issued was served on John G. Pratt & Co., through John G. Pratt, and that such a service would authorize judgment

[GEORGE Y. BRIGHT, *Second justice of the peace for the parish of Orleans.*]

against John G. Pratt, Jacob Barkman, and Seth E. Belknap, in solido. I further state that the judgment rendered in the case of Hopkins & McMechen vs. John G. Pratt & Co., is according to law and in due form.

JOHN W. PRICE.

Sworn to and subscribed before me, this 28th day of February, 1849.

GEORGE Y. BRIGHT, *Second justice of the peace for the parish of Orleans.*

[L. S.] THE STATE OF LOUISIANA,
Parish of Orleans, city of New Orleans.

I, George Y. Bright, second justice of the peace for the parish of Orleans, duly elected, sworn, and commissioned, and acting as such in and for the city of New Orleans, in the parish of Orleans, in the State of Louisiana, do hereby certify and make known, that the foregoing deposition of John W. Price, attorney at law, was taken before me on the 28th day of February, A. D. eighteen hundred and forty-nine, between the hours and at the time and place in the caption hereof mentioned; that the examinations, responses, and statements of said deponent were reduced to writing by said deponent himself, in my presence, on the day between the hours and at the place in the annexed notice mentioned, and by said deponent sworn to and subscribed in my presence at the time and place aforesaid, and that said deponent is a resident of the city of New Orleans, in the parish of Orleans, in the State of Louisiana.

In testimony whereof I, George Y. Bright, second justice of the peace for the parish of Orleans aforesaid, do hereunto set my hand, at

New Orleans, in the State of Louisiana, this 28th day of February, A. D. eighteen [hundred] and forty-nine.

GEORGE Y. BRIGHT,
Second justice of the peace for the parish of Orleans.

Commissioner's fees	-	$3 00
Certificate and seal	-	1 00
Paid by plaintiffs	-	$4 00

GEORGE Y. BRIGHT,
Second justice of the peace in the parish of Orleans.

UNITED STATES OF AMERICA,
[L. S.] *State of Louisiana.*

By Isaac Johnson, governor of the State of Louisiana.

These are to certify that George Y. Bright, whose name is subscibed to the instrument of writing herein annexed, is, and was at the time of signing the same, 2d justice of the peace in and for the parish of Orleans, State of Louisiana, and that all his official acts as such are entitled to full faith and credit.

Given at New Orleans, under my hand and the seal of the this 3d day of March, one thousand eight hundred and forty-nine, and of the independence of the United States the seventy-third.

By the Governor: (Signed) ISAAC JOHNSON.

[L. S.]
(Signed) CHARLES GRAGORE,
Secretary of State.

THE STATE OF ARKANSAS,
County of Clark, sct.

In Clark circuit court, September term, A. D. 1848.

WILLIAM HOPKINS and BENJAMIN B. McMECHEN, plaintiffs,
vs.
JACOB BARKMAN, defendant.
} In debt.

And now on this day come the parties, by their respective attorneys, and the said defendant enters his pleas of nul tiel record, to which *to which* said plaintiffs enter their replications and join issue, all in short by consent on the record; and thereupon, on motion of the said parties, it is ordered by the court that either party have leave to take the depositions of witnesses de bene esse, to be read on the trial of this cause before any judge or justice of the peace of any of the United States or Territories thereof, that commissions issue for that purpose, and this cause be continued.

A true copy from the record. Teste:
(Signed) ISAAC W. SMITH, *Clerk.*

Commission.

The State of Arkansas, to any judge *of* justice of the peace of any of the United States or Territories thereof, greeting:

Know ye that we, reposing confidence in your prudence and fidelity, do by these presents give unto you authority diligently to examine all witnesses who may come before, in a certain suit now pending in our circuit court, in and for the county of Clark, in which William Hopkins and Benjamin B. McMechen are plaintiffs, and Jacob Barkman is defendant; therefore we desire you, that at such times and places as shall be named to you for that purpose you cause the said witnesses to come before you; that you then and there examine them upon their respective corporal oaths first taken before; that you reduce their examination to writing, and you shall so have taken them, that you send the same with this commission, closed up under your seal, to us in our said circuit court at Arkadelphia, without delay.

Witness Isaac W. Smith, clerk of said court, and the seal of said court at office, this 24th day of January, A. D. 1849.

(Signed) I. W. SMITH, *Clerk.*

Notice to take depositions.

JACOB BARKMAN:

Take notice, that in pursuance of a rule of the Clark circuit court, and of a commission issued in conformity thereto, in a certain case there pending, wherein we are plaintiffs and you are defendant, we shall proceed, on the 28th day of February, A. D. 1849, between the hours of 9 a. m. and 6 p. m., of said day, at the office of Logan Hunton, attorney at law, in the city of New Orleans, in the State of Louisiana, to take the depositions of witnesses, conditionally, to be read on the trial of said cause, when and where you may attend if you think proper; and the taking of depositions under this notice, if not completed on said day, will be continued over from day to day thereafter, at the same place and between the same hours, until concluded.

Given this 22d day of January, A. D. 1849.

(Signed) WILLIAM HOPKINS,
BENJAMIN B. McMECHEN,
By WATKINS & CURRAN, *Att'y.*

Sheriff's return.

I hereby certify, that at the request of the within named plaintiffs' attorneys, I delivered to the within named Jacob Barkman a notice in writing of which the annexed, within and foregoing, is a true and correct copy. Done at Arkadelphia, in Clark county, Arkansas, on this 27th day of January, 1849.

JNO. S. T. CALLOWAY,
Of Clark county, Ark's.

The plaintiffs proved the law of the State of Louisiana, by the production of the printed statute book of said State, purporting to be pub-

lished under the authority of that State, transferring the records of the commercial court of New Orleans to the fourth district court of New Orleans, in the State of Louisiana, conferring jurisdiction thereon, as alleged in the declaration; to all of which the defendant objected, but his objection was overruled and said evidence admitted, to which the defendant excepted at the time; and the above being all the evidence in the case, he hereby tenders his bill of exceptions, and prays that the same may be signed, sealed, and enrolled; which is accordingly done.

(Signed) JOHN QUILLIN, [SEAL.]
Judge, sixth circuit.

THE STATE OF ARKANSAS, *county of Clark.*

I, Isaac W. Smith, clerk of the circuit court, for Clark county, do hereby certify and make known to the honorable supreme court of Arkansas, that the preceding fifty-one (51) pages contain a full, true, and complete copy of the record and proceedings in the case therein mentioned.

In testimony whereof I have hereunto set my hand as clerk of said court, and affixed the seal of said court, at my office, in Ark-
[SEAL.] adelphia, this the 2d day of June, A. D. 1849.

I. W. SMITH, *Clerk.*

And afterwards, to wit, at a supreme court of said State, begun and held at the court-house, in the city of Little Rock, on the first Monday, being the 2d day of July, A. D. 1849, were the following proceedings, to wit:

Filing assignment.

At this day comes the said plaintiff, by his attorney, and on motion it is ordered that his assignment of errors be filed; and thereupon the same is filed; which said assignment of errors is in the following words:

Assignment of errors.

And the said plaintiff says, that in the record and proceedings, as well as in the giving of judgment aforesaid, there is manifest error, in this, that they sustained a demurrer to the amended plea, when said demurrer, by law, ought to have been overruled and said plea adjudged a good plea to said action; that the court admitted the evidence of plaintiffs against the objections of the defendant, when by law said objections ought to have been sustained and said testimony excluded; that said judgment was given for plaintiffs, whereas it should have been given for defendant. For these and other errors the plaintiff prays, &c.

Filing joinder.

And afterwards, to wit, on the 3d day of July of said term, were the following proceedings, to wit, at this day came the said defendants, by their attorney, and on motion it is ordered that their joinder in error be filed, and thereupon the same is filed, which is in the following words:

Joinder.

And said defendants in error come and say, that there is no error in the record and proceedings aforesaid, nor in giving the judg-

ment aforesaid, and they pray that said judgment may be affirmed, &c.

And afterwards, to wit, on the 21st day of July, of said term, were the following proceedings:

Submission.

At this day come the said plaintiff and defendants, by their attorneys, and this cause is submitted, and by the court taken under advisement.

And afterwards, to wit, on the 12th day of November, A. D. 1849, the following endorsement on the transcript of the record was made by the hon. Thomas Johnson, chief justice, in vacation, to wit:

Order for supersedeas.

On the application of the plaintiff in the within writ of error for a writ of supersedeas to stay the execution of the judgment in said circuit court against him, until the adjudication of the cause in the supreme court upon writ of error, it appearing to me, Thomas Johnson, chief justice of said supreme court, that said application ought to be granted; it is therefore ordered, that the clerk of said supreme court issue a writ of supersedeas in this cause upon said plaintiff, or some responsible person for him, with sufficient security, entering into recognisance to said defendants in the penal sum of three thousand dollars, conditioned according to law.

And afterwards, to wit, on the 3d day of December, A. D. 1849, came the said plaintiff, by attorney, and presented to the clerk of this court the following power of attorney, which was filed in this cause:

Power of Attorney.

Know all men by these presents, that we, Jacob Barkman, Henry K. Hardy, and Jonathan O. Calloway, have nominated, constituted, and appointed, and by these presents do nominate, constitute, and appoint, Daniel Ringo and Frederick W. Trapnall, or either of them, our true and lawful attorneys in fact; for that whereas Jacob Barkman, on application to a judge of the supreme court of State of Arkansas, has obtained an order directing a writ of supersedeas to be issued to stay the execution of a judgment rendered in the circuit court of Clark county, in favor of Benjamin B. McMechen and William C. Hopkins, against the said Barkman, it being an action of debt, until the adjudication by said supreme court of said cause, on a writ of error sued out by said Barkman for that purpose, upon said Barkman's entering into recognisance with approved security in the sum of three thousand dollars, conditioned according to law. Now, therefore, we have appointed, and do hereby appoint, said Daniel Ringo and Frederick W. Trapnall, or either of them, our true and lawful attorney in fact, for us and in our names, to appear before said supreme court, or the clerk thereof, and for us (the said Barkman as principal, and Henry K. Hardy and Jonathan O. Calloway, as security,) to enter into and acknowledge such recognisance as is prescribed by law, or the order of said judge for obtaining a writ of supersedeas of said judgment. Hereby ratifying and confirming all the acts of both or either of our said attorneys, as fully as if the same were done by each of us individually and in proper

person. In testimony whereof we have hereunto set our hands and seals, this the 14th day of November, 1849.

J. BARKMAN, [SEAL.]
H. K. HARDY, [SEAL.]
J. O. CALLOWAY. [SEAL.]

In presence of—J. W. SMITH, *Clerk*,
T. G. SMITH.

STATE OF ARKANSAS, *County of Clark.*

Before me, the undersigned, clerk of the circuit court in and for the county aforesaid, came the said J. Barkman, H. K. Hardy, and Jonathan O. Calloway, who acknowledged that they signed, sealed, and delivered the foregoing power of attorney, for the uses and purposes therein mentioned and set forth. I further certify that I am acquainted with the pecuniary circumstances of said security, and know them to be good for said sum of three thousand dollars.

In testimony whereof the undersigned, as clerk of said circuit court, have hereunto set my hand and affixed the seal of said court, this Nov. 20, A. D. 1849. J. W. SMITH, *Clerk.*

[SEAL.]

Whereupon were the following proceedings of record. In the supreme court, before the clerk thereof, in vacation, December 3, 1849.

At this day comes Jacob Barkman with his securities, Henry K. Hardy and Jonathan O. Calloway, by their attorney in fact, Daniel Ringo, and offers to enter into recognisance, (the said power of attorney to Daniel Ringo being first filed,) as per order of the hon. Thomas Johnson, chief justice, endorsed upon the transcript in the case of Jacob Barkman, plaintiff, vs. William Hopkins and Benjamin B. McMechen, defendants, writ of error to Clark circuit court.

Recognisance.

And thereupon the said Jacob Barkman, as principal, and Henry K. Hardy and Jonathan O. Calloway as securities, by their said attorney in fact, Daniel Ringo, acknowledged that they jointly and severally owe, and are indebted unto, said William Hopkins and Benjamin B. McMechen, in the penal sum of three thousand dollars, to be levied of their goods and chattels, lands and tenements; to be void upon condition that the said Jacob Barkman shall prosecute his writ of error with effect in said cause in the supreme court, and pay the moneys that may therein be adjudged against him, or otherwise abide the judgment of the supreme court therein.

Attest, L. E. BARBER, *Clerk Sup. C't., Ark.*

And afterwards, to wit, at a supreme court of said State, begun and held at the court-house, in the city of Little Rock, on the said first Monday in July, A. D. 1850, to which term this cause was regularly continued by operation of law, on the 3d day of August, of said term, were the following proceedings, to wit:

Judgment.

This cause came on to be heard upon the transcript of the record of the circuit court of Clark county, and was argued by counsel; on considera-

tion whereof it is the opinion of the court that there is error in the proceedings and judgment of said circuit court in this cause, in this, that said circuit court erred in sustaining the demurrer of the plaintiff therein to the defendant's second plea, whereas said court ought to have overruled said demurrer. It is therefore considered by the court, that the judgment of said circuit court in this cause rendered be, and the same is hereby, for the error aforesaid, reversed, annulled, and set aside with costs; and that this cause be remanded to said circuit court for further proceedings to be therein had according to law, and not inconsistent with the opinion herein delivered.

It is further considered that said plaintiff recover of said defendants all his costs in this court in this cause expended, and have execution thereof.

Issuing writ of error—filing copy.

And afterwards, to wit, on the fifth day of August, in the year eighteen hundred and fifty aforesaid, the said William Hopkins and Benjamin B. McMechen, by their attorneys, presented to the clerk of said supreme court a writ of error, commanding that the record and proceedings in said cause be sent to the Supreme Court of the United States, and filed in the office of said clerk a copy of said writ of error, which is [in] the following words:

Copy of same.

UNITED STATES OF AMERICA, *ss.*

The President of the United States of America, to the judges of the supreme court of the State of Arkansas, greeting:

Because in the record and proceedings, as also in the rendition of a judgment in a plea which is in the said supreme court before you, between Jacob Barkman, plaintiff in error, and William Hopkins and Benj. B. McMechen, defendants in error, manifest error hath happened to the great damage of said Hopkins and McMechen, as by their complaint appears; and it being fit that the error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, you are hereby commanded, if judgment be given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court of the United States to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court of the United may cause further to be done therein, to correct that error, what of right and according to law and the custom of the United States should be done.

Witness Roger B. Taney, chief justice of the Supreme Court of the United States, this fifth day of August, A. D. 1850.

[SEAL.]

WM. FIELD,
Clerk of the circuit court of the United States, in and for the district of Arkansas.

Upon which was the following endorsement: